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9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**
11 **SAN FRANCISCO DIVISION**

12 KYTCH, INC.,

13 Plaintiff,

14 v.

15 MCDONALD'S CORPORATION,

16 Defendant.

No. 23-CV-01998-TSH

DECLARATION OF JEREMY O'SULLIVAN

17
18 **DECLARATION OF JEREMY O'SULLIVAN**

19 Pursuant to 28 U.S.C. § 1746, I, Jeremy O'Sullivan, declare and say as follows:

20 1. I have personal knowledge of the matters set forth in this Declaration, and I am
21 competent to testify as to them. I write this Declaration in support of Kytch's Motion to Strike
22 Nonparty Clare Locke LLP's Improper Filings.

23 2. I, along with Melissa Nelson, founded Kytch, Inc.

24 3. We retained Clare Locke to represent us in November 2020 related to our dispute
25 with McDonald's, Taylor Company, TFGGroup, LLC, and J. Tyler Gamble (the "Defendants").
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1 4. Our primary point of contact at Clare Locke was Daniel P. Watkins, who resigned
2 from Clare Locke on August 3, 2023, and founded his own law firm – Meier Watkins Phillips Pusch
3 LLP.

4 5. Mr. Watkins led our litigation efforts in the preceding years, and his law firm was co-
5 counsel with Clare Locke until we fired Clare Locke for cause on October 14, 2023.

6 6. To my knowledge, Clare Locke attorneys deposed only three witnesses in the case.
7 Daniel P. Watkins handled each of those examinations.

8 7. In the fall and winter of 2023 and 2024, Mr. Watkins deposed dozens of witnesses,
9 the parties exchanged written discovery and produced hundreds of thousands of pages of documents.
10 We also briefed motions for summary judgment.

11 8. Kytch has notified Clare Locke that it agrees to wait forty-five (45) days to disburse
12 any funds from the resolution of this or the other cases it has filed against the Defendants. Kytch is
13 prepared to enter into a binding stipulation reflecting this agreement.

14 9. Kytch made this agreement because it does not intend to “steal” anything, and Kytch
15 is prepared to hold in escrow a portion of any funds it may receive in connection with resolving this
16 case until Clare Locke’s potential entitlement to any fees or expenses is resolved.

17
18 I declare under penalty of perjury that the foregoing is true and correct.

19
20 Dated: April 11, 2024



JEREMY O’SULLIVAN